

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON

PRECISE SOLUTIONS LLC
D/B/A EUROTECH ELITE,

Plaintiff,

Case No. 3:21-cv-142

vs.

DYNAMIC MACHINE WORKS LLC, *et al.*,

Defendants.

District Judge Michael J. Newman
Magistrate Judge Peter B. Silvain, Jr.

ORDER: (1) GRANTING PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT (DOC. NO. 18); (2) ORDERING DEFENDANTS TO DELIVER POSSESSION OF THE PROPERTY DESCRIBED HEREIN TO PLAINTIFF WITHIN 5 DAYS OF THIS ORDER; (3) AWARDING PLAINTIFF \$456,241.58 IN DAMAGES; (4) AWARDING PLAINTIFF'S COUNSEL \$19,054.50 IN FEES AND COSTS; AND (5) ORDERING PLAINTIFF TO FILE A NOTICE WITH THE COURT WHEN THE PROPERTY IS RECOVERED

This matter is before the Court on the renewed motion for default judgment against Defendant Dynamic Machine Works LLC ("Dynamic") filed by Plaintiff Precise Solutions LLC d/b/a Eurotech Elite ("Eurotech"). Doc. No. 18. Neither Dynamic nor Defendant Nathan Hake have appeared in this matter despite being served with process on June 11, 2021. Doc. Nos. 10, 11. The Clerk -- at Eurotech's request -- noted Defendants' default on the docket on July 12, 2021. Doc. No. 14. Eurotech filed a motion for a default judgment on July 30, 2021. Doc. No. 15.

In a September 30, 2021 Order, the Court granted Eurotech's motion as to Dynamic's liability for breach of contract but requested further briefing on Eurotech's proposed remedies. Doc. No. 17. Eurotech timely complied and filed a renewed motion for default judgment. Doc. No. 18. Having considered the motion and all accompanying papers, and finding that Defendants

remain in default, the Court hereby **GRANTS** Eurotech's renewed motion for default judgment and **ORDERS** the following:

(1) Judgment is **ENTERED** in favor of Eurotech and against Dynamic and Hake on Count I of the Complaint for breach of contract;

(2) pursuant to this judgment, Dynamic is **OBLIGATED TO, AND SHALL DELIVER**, possession of the property as issue in this litigation, identified herein as a Rapide B438SY2 38mm Universal Mill/Turn Center, serial number 14800, with all accompanying accessories (the "Machine"). Dynamic shall deliver possession of the Machine to Eurotech, in good working order, or shall permit Eurotech or Eurotech's authorized agents to enter its property to take possession of the Machine, within five (5) days of the date of this Order. If Defendant refuses to deliver and/or relinquish possession of the Machine within five (5) days of the date of this Order, the Montgomery County Sheriff's Office and the United States Marshals Service shall each be authorized to effectuate the seizure of the Machine upon a request from Eurotech. Upon repossession of the Machine, Eurotech shall have all rights with respect to the Machine as a secured party has under the Florida Uniform Commercial Code;

(3) Eurotech **SHALL PROMPTLY FILE** a notice with this Court when it secures possession of the Machine, and this Court shall maintain jurisdiction over this matter until the date by which such notice is filed, so that this Court may enter any further orders necessary to effectuate the Machine's return;

(4) Eurotech shall be awarded money damages in the amount of **\$456,241.58**, plus any other fees, costs or expenses chargeable pursuant to the Florida U.C.C. (specifically Fla. Stat. § 679.615(1)(a)), minus any amounts Eurotech recovers from any re-sale of the Machine, pursuant

to the terms of the Florida U.C.C. (specifically Fla. Stat. § 679.615)), plus post-judgment interest at the maximum rate permitted by 28 U.S.C. § 1961; and

(5) **\$19,054.50** in attorneys' fees and costs, which Eurotech is further entitled to recover under the Security Agreement.

IT IS SO ORDERED.

Date: October 28, 2021

s/Michael J. Newman
Hon. Michael J. Newman
United States District Judge